

01009-101 2

Chicago and NorthWestern  
Railway Company

18741-E



November 22, 1994

165 N. Canal St.  
Chicago, Illinois 60606

Office of the Secretary  
312.559.6156

File: A-13835-B  
EOC: O-104

18741-F

Mr. Sidney Strickland, Jr.  
Secretary  
Interstate Commerce Commission  
Washington, DC 20423

Re: Lease of Railroad Equipment (CNW 1994-B) dated as of  
March 1, 1994 between Chicago and North Western  
Transportation Company, Lessee, and Shawmut Bank  
Connecticut, National Association, Lessor, Recorded  
March 24, 1994, and assigned ICC Recordation No. 18741

and

Trust Indenture and Security Agreement dated as of  
March 1, 1994 between Shawmut Bank Connecticut,  
National Association, as Owner Trustee, and Harris  
Trust and Savings Bank, as Indenture Trustee, Recorded  
March 24, 1994 and assigned ICC Recordation No. 18741-A

Dear Mr. Strickland:

Pursuant to Section 11303 of Interstate Commerce Act, enclosed  
for recordation are four (4) counterparts of Lease Supplement  
No. 2 (1994-B) dated as of November 30, 1994 between Chicago and  
North Western Railway Company, Lessee and Shawmut Bank  
Connecticut, National Association, as Lessor, covering 125  
Aluminum Rapid Discharge Coal Hoppers as described on Schedule 1  
to the Lease Agreement.

Also enclosed for recordation in connection with the above Lease  
Agreement are four (4) counterparts of the Indenture Supplement  
No. 2 (1994-B) dated as of November 30, 1994 between Shawmut Bank  
Connecticut, National Association, as Owner Trustee and Harris  
Trust and Savings Bank, as Indenture Trustee.

**Interstate Commerce Commission**

**Washington, D.C. 20423**

11/23/94

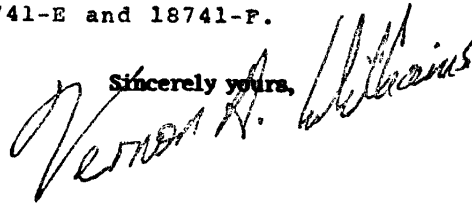
OFFICE OF THE SECRETARY

Robin Bourne-Caris  
Assistant Corporate Secretary  
Chicago and NorthWestern Railway Company  
165 N. Canal Street  
Chicago, Illinois 60606

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 11/23/94 at 10:15AM, and assigned recordation number(s). 18741-E and 18741-P.

Sincerely yours,



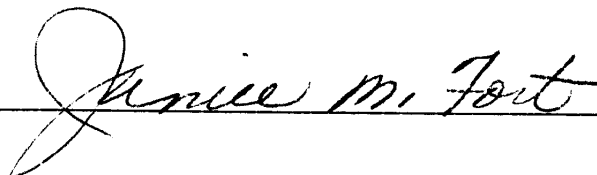
Vernon A. Williams  
Secretary

Enclosure(s)

(0100439012)

\$ 42.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



18741-E  
LEASE SUPPLEMENT (CNW 1994-B) NO. 2 NOV 2 1994

Dated as of November 30, 1994

between

SHAWMUT BANK CONNECTICUT,  
NATIONAL ASSOCIATION,  
Lessor

and

CHICAGO AND NORTH WESTERN RAILWAY COMPANY  
(formerly known as Chicago and North Western  
Transportation Company),  
Lessee

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CERTAIN OF THE RIGHT, TITLE AND INTEREST OF LESSOR IN AND TO THIS LEASE SUPPLEMENT, THE EQUIPMENT COVERED HEREBY AND THE RENT DUE AND TO BECOME DUE UNDER THE LEASE HAVE BEEN ASSIGNED AS COLLATERAL SECURITY TO, AND ARE SUBJECT TO A SECURITY INTEREST IN FAVOR OF, HARRIS TRUST AND SAVINGS BANK, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS INDENTURE TRUSTEE UNDER A TRUST INDENTURE AND SECURITY AGREEMENT (CNW 1994-B), DATED AS OF MARCH 1, 1994, BETWEEN SAID INDENTURE TRUSTEE, AS SECURED PARTY, AND THE LESSOR, AS DEBTOR. INFORMATION CONCERNING SUCH SECURITY INTEREST MAY BE OBTAINED FROM THE INDENTURE TRUSTEE AT ITS ADDRESS SET FORTH IN SECTION 27 OF THE LEASE. THIS LEASE SUPPLEMENT HAS BEEN EXECUTED IN SEVERAL COUNTERPARTS, ONLY THAT COUNTERPART TO BE DEEMED THE ORIGINAL COUNTERPART FOR CHATTEL PAPER PURPOSES CONTAINS THE RECEIPT THEREFOR EXECUTED BY HARRIS TRUST AND SAVINGS BANK, AS INDENTURE TRUSTEE, ON THE SIGNATURE PAGES THEREOF. SEE SECTION 33 OF THE LEASE FOR INFORMATION CONCERNING THE RIGHTS OF THE ORIGINAL HOLDER AND THE HOLDERS OF THE VARIOUS COUNTERPARTS HEREOF.

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[Filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on \_\_\_\_\_, 1994, at \_\_\_\_:\_\_\_\_.M. Recordation Number \_\_\_\_\_, and deposited in the office of the Registrar General of Canada pursuant to Section 90 of the Railway Act of Canada on \_\_\_\_\_, 1994, at \_\_\_\_:\_\_\_\_.M.]

18741-E  
NOV 27 1994

**LEASE SUPPLEMENT (CNW 1994-B) NO. 2**

**LEASE SUPPLEMENT (CNW 1994-B) No. 2** dated as of November 30, 1994 (this "Lease Supplement") between SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION, not in its individual capacity but solely as Owner Trustee ("Lessor") under the Trust Agreement, and CHICAGO AND NORTH WESTERN RAILWAY COMPANY (formerly known as Chicago and North Western Transportation Company), a Delaware corporation ("Lessee");

W I T N E S S E T H :

**WHEREAS**, Lessor and Lessee have heretofore entered into that certain Lease of Railroad Equipment (CNW 1994-B) dated as of March 1, 1994 (the "Lease"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings specified in Appendix A to the Lease;

**WHEREAS**, the Lease provides for the execution and delivery of a Lease Supplement substantially in the form hereof for the purpose of confirming the purchase by the Lessor and lease by Lessor to the Lessee of the Units thereunder as and when purchased by Lessor in accordance with and subject to the terms of the Lease;

**WHEREAS**, the Transaction Costs paid by the Owner Participant pursuant to Section 2.6 of the Participation Agreement are more than .5% of the Total Equipment Cost;

**WHEREAS**, in accordance with Section 2.7(a) of the Participation Agreement, the Owner Participant has recalculated the payments of Basic Rent, Stipulated Loss Values and Termination Values and the EBO Amount, as originally set forth in Schedules 3, 4, 5 and 6, respectively, thereto and set forth the revised Basic Rent, Stipulated Loss Values, Termination Values and EBO Amount in Schedules 1, 2, 3 and 4, respectively, to the Adjustment Event Certificate (CNW 1994-B) dated November 30, 1994 (the "Adjustment Event Certificate");

**NOW, THEREFORE**, in consideration of the premises and other good and sufficient consideration, Lessor and Lessee hereby agree as follows:

1. Lessee hereby acknowledges and confirms that it has inspected and approved the Units set forth on Schedule 1 hereto at the time and on the dates set forth in the applicable Certificate of Acceptance and such Units comply in all material respects with the specifications for such Units and are in good working order.

2. Lessor hereby confirms delivery and lease to Lessee, and Lessee hereby confirms acceptance and lease from Lessor, under the Lease as hereby supplemented, the Units listed on Schedule 1 hereto.

3. Lessee hereby represents and warrants that no Event of Loss has occurred with respect to the Units set forth on Schedule 1 hereto as of the date hereof.

4. The Funding Date of the Units described above is the date of this Lease Supplement set forth in the opening paragraph hereof.

5. The aggregate Equipment Cost of the Units leased hereunder is \$6,625,000.00 and the amounts comprising such Equipment Cost are set forth on Schedule 1 hereto. The Rental Factors, Stipulated Loss Values, Termination Values and EBO Amount applicable in respect of the Units are set forth, respectively, on Schedules 1, 2, 3 and 4 to the Adjustment Event Certificate.

6. Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease Supplement, to pay Rent to Lessor for each Unit leased hereunder as provided for in the Lease.

7. The execution and delivery of this Lease Supplement will in no way relieve or decrease the responsibility of any manufacturer for the warranties it has made with respect to any Unit.

8. Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Lease Supplement may refer to the "Lease of Railroad Equipment, dated as of March 1, 1994", the "Lease Agreement, dated as of March 1, 1994" or the "Lease, dated as of March 1, 1994," or may identify the Lease in any other respect without making specific reference to this Lease Supplement, but nevertheless all such references shall be deemed to include this Lease Supplement, unless the context shall otherwise require.

9. This Lease Supplement shall be construed in connection with and as part of the Lease, and all terms, conditions and covenants contained in the Lease shall be and remain in full force and effect.

10. This Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

11. This Lease Supplement is being delivered in the State of New York and shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease Supplement to be duly executed and delivered on the day and year first above written.

LESSOR:

SHAWMUT BANK CONNECTICUT,  
NATIONAL ASSOCIATION,  
not in its individual capacity, but  
solely as Owner Trustee

By: 

Name: MARK A. FORGETTA  
Title: VICE PRESIDENT

LESSEE:

CHICAGO AND NORTH WESTERN  
RAILWAY COMPANY

By: 

Name: J. E. VOLDSETH  
Title: VICE-PRESIDENT FINANCE

Receipt of the original  
counterpart of the foregoing  
Lease Supplement No. 2  
is hereby acknowledged this  
22nd day of November, 1994.

HARRIS TRUST AND SAVINGS BANK,  
as Indenture Trustee

By: 

Name: J. BARTOLINI  
Title: VICE PRESIDENT

STATE OF CONNECTICUT )  
 ) SS.:  
COUNTY OF HARTFORD )

On this 21st day of November, 1994, before me personally appeared Mark A. Forgetta, to me personally known, who, by me being duly sworn, says that he is a Vice President of Shawmut Bank Connecticut, National Association, and that the foregoing instrument was signed on behalf of said bank by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

  
\_\_\_\_\_  
Notary Public

My commission expires

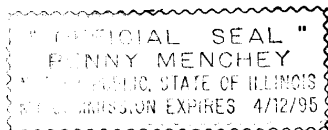
**DAWN P. HEINTZ**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES MAY 31, 1997

STATE OF IL )  
COUNTY OF Cook ) SS.:

On this 22nd day of November, 1994, before me personally appeared John E. Voldseth, to me personally known, who, by me being duly sworn, says that he is a Vice President of Chicago and North Western Railway Company, and that the foregoing instrument was signed on behalf of said corporation by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Penny Menchey  
Notary Public

My commission expires April 12, 1995





## SCHEDULE 1

OCTOBER 28, 1994

## UNITS OF EQUIPMENT

CNW NUMBER	ACCEPTANCE DATE	UNIT EQUIPMENT COST
CNW 880125	OCTOBER 19, 1994	\$53,000
CNW 880126	OCTOBER 20, 1994	\$53,000
CNW 880127	OCTOBER 28, 1994	\$53,000
CNW 880128	OCTOBER 20, 1994	\$53,000
CNW 880129	OCTOBER 20, 1994	\$53,000
CNW 880130	OCTOBER 20, 1994	\$53,000
CNW 880131	OCTOBER 20, 1994	\$53,000
CNW 880132	OCTOBER 20, 1994	\$53,000
CNW 880133	OCTOBER 20, 1994	\$53,000
CNW 880134	OCTOBER 20, 1994	\$53,000
CNW 880135	OCTOBER 20, 1994	\$53,000
CNW 880136	OCTOBER 20, 1994	\$53,000
CNW 880137	OCTOBER 20, 1994	\$53,000
CNW 880138	OCTOBER 20, 1994	\$53,000
CNW 880139	OCTOBER 20, 1994	\$53,000
CNW 880140	OCTOBER 20, 1994	\$53,000
CNW 880141	OCTOBER 19, 1994	\$53,000
CNW 880142	OCTOBER 19, 1994	\$53,000
CNW 880143	OCTOBER 20, 1994	\$53,000
CNW 880144	OCTOBER 19, 1994	\$53,000
CNW 880145	OCTOBER 19, 1994	\$53,000
CNW 880146	OCTOBER 19, 1994	\$53,000
CNW 880147	OCTOBER 19, 1994	\$53,000
CNW 880148	OCTOBER 19, 1994	\$53,000
CNW 880149	OCTOBER 19, 1994	\$53,000
CNW 880150	OCTOBER 20, 1994	\$53,000
CNW 880151	OCTOBER 20, 1994	\$53,000
CNW 880152	OCTOBER 19, 1994	\$53,000
CNW 880153	OCTOBER 20, 1994	\$53,000
CNW 880154	OCTOBER 19, 1994	\$53,000
CNW 880155	OCTOBER 19, 1994	\$53,000
CNW 880156	OCTOBER 20, 1994	\$53,000
CNW 880157	OCTOBER 19, 1994	\$53,000
CNW 880158	OCTOBER 19, 1994	\$53,000
CNW 880159	OCTOBER 19, 1994	\$53,000
CNW 880160	OCTOBER 19, 1994	\$53,000
CNW 880161	OCTOBER 19, 1994	\$53,000
CNW 880162	OCTOBER 19, 1994	\$53,000
CNW 880163	OCTOBER 19, 1994	\$53,000
CNW 880164	OCTOBER 19, 1994	\$53,000
CNW 880165	OCTOBER 19, 1994	\$53,000
CNW 880166	OCTOBER 19, 1994	\$53,000
CNW 880167	OCTOBER 19, 1994	\$53,000
CNW 880168	OCTOBER 19, 1994	\$53,000
CNW 880169	OCTOBER 19, 1994	\$53,000
CNW 880170	OCTOBER 19, 1994	\$53,000

## SCHEDULE 1

OCTOBER 28, 1994

UNITS OF EQUIPMENT  
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CNW NUMBER	ACCEPTANCE DATE	UNIT EQUIPMENT COST
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CNW 880171	OCTOBER 19, 1994	\$53,000
CNW 880172	OCTOBER 19, 1994	\$53,000
CNW 880173	OCTOBER 19, 1994	\$53,000
CNW 880174	OCTOBER 19, 1994	\$53,000
CNW 880175	OCTOBER 19, 1994	\$53,000
CNW 880176	OCTOBER 19, 1994	\$53,000
CNW 880177	OCTOBER 19, 1994	\$53,000
CNW 880178	OCTOBER 19, 1994	\$53,000
CNW 880179	OCTOBER 19, 1994	\$53,000
CNW 880180	OCTOBER 19, 1994	\$53,000
CNW 880181	OCTOBER 19, 1994	\$53,000
CNW 880182	OCTOBER 20, 1994	\$53,000
CNW 880183	OCTOBER 19, 1994	\$53,000
CNW 880184	OCTOBER 19, 1994	\$53,000
CNW 880185	OCTOBER 19, 1994	\$53,000
CNW 880186	OCTOBER 19, 1994	\$53,000
CNW 880187	OCTOBER 19, 1994	\$53,000
CNW 880188	OCTOBER 19, 1994	\$53,000
CNW 880189	OCTOBER 20, 1994	\$53,000
CNW 880190	OCTOBER 20, 1994	\$53,000
CNW 880191	OCTOBER 19, 1994	\$53,000
CNW 880192	OCTOBER 19, 1994	\$53,000
CNW 880193	OCTOBER 20, 1994	\$53,000
CNW 880194	OCTOBER 20, 1994	\$53,000
CNW 880195	OCTOBER 20, 1994	\$53,000
CNW 880196	OCTOBER 20, 1994	\$53,000
CNW 880197	OCTOBER 20, 1994	\$53,000
CNW 880198	OCTOBER 20, 1994	\$53,000
CNW 880199	OCTOBER 20, 1994	\$53,000
CNW 880200	OCTOBER 20, 1994	\$53,000
CNW 880201	OCTOBER 20, 1994	\$53,000
CNW 880202	OCTOBER 20, 1994	\$53,000
CNW 880203	OCTOBER 20, 1994	\$53,000
CNW 880204	OCTOBER 20, 1994	\$53,000
CNW 880205	OCTOBER 20, 1994	\$53,000
CNW 880206	OCTOBER 20, 1994	\$53,000
CNW 880207	OCTOBER 20, 1994	\$53,000
CNW 880208	OCTOBER 21, 1994	\$53,000
CNW 880209	OCTOBER 21, 1994	\$53,000
CNW 880210	OCTOBER 21, 1994	\$53,000
CNW 880211	OCTOBER 21, 1994	\$53,000
CNW 880212	OCTOBER 21, 1994	\$53,000
CNW 880213	OCTOBER 21, 1994	\$53,000
CNW 880214	OCTOBER 20, 1994	\$53,000
CNW 880215	OCTOBER 28, 1994	\$53,000
CNW 880216	OCTOBER 20, 1994	\$53,000

## SCHEDULE 1

OCTOBER 28, 1994

## UNITS OF EQUIPMENT

CNW NUMBER	ACCEPTANCE DATE	UNIT EQUIPMENT COST
CNW 880217	OCTOBER 20, 1994	\$53,000
CNW 880218	OCTOBER 28, 1994	\$53,000
CNW 880219	OCTOBER 28, 1994	\$53,000
CNW 880220	OCTOBER 28, 1994	\$53,000
CNW 880221	OCTOBER 20, 1994	\$53,000
CNW 880222	OCTOBER 20, 1994	\$53,000
CNW 880223	OCTOBER 28, 1994	\$53,000
CNW 880224	OCTOBER 28, 1994	\$53,000
CNW 880225	OCTOBER 28, 1994	\$53,000
CNW 880226	OCTOBER 28, 1994	\$53,000
CNW 880227	OCTOBER 28, 1994	\$53,000
CNW 880228	OCTOBER 28, 1994	\$53,000
CNW 880229	OCTOBER 28, 1994	\$53,000
CNW 880230	OCTOBER 28, 1994	\$53,000
CNW 880231	OCTOBER 28, 1994	\$53,000
CNW 880232	OCTOBER 28, 1994	\$53,000
CNW 880233	OCTOBER 28, 1994	\$53,000
CNW 880234	OCTOBER 28, 1994	\$53,000
CNW 880235	OCTOBER 28, 1994	\$53,000
CNW 880236	OCTOBER 28, 1994	\$53,000
CNW 880237	OCTOBER 28, 1994	\$53,000
CNW 880238	OCTOBER 28, 1994	\$53,000
CNW 880239	OCTOBER 28, 1994	\$53,000
CNW 880240	OCTOBER 28, 1994	\$53,000
CNW 880241	OCTOBER 28, 1994	\$53,000
CNW 880242	OCTOBER 28, 1994	\$53,000
CNW 880243	OCTOBER 28, 1994	\$53,000
CNW 880244	OCTOBER 28, 1994	\$53,000
CNW 880245	OCTOBER 28, 1994	\$53,000
CNW 880246	OCTOBER 28, 1994	\$53,000
CNW 880247	OCTOBER 28, 1994	\$53,000
CNW 880248	OCTOBER 28, 1994	\$53,000
CNW 880249	OCTOBER 28, 1994	\$53,000

TOTAL UNITS OF EQUIPMENT 125

TOTAL EQUIPMENT COST \$6,625,000